



**The President and Trustees of Williams  
College**

Your Group Life Insurance Plan

Identification No. 428043 021

Underwritten by Unum Life Insurance Company of America

8/4/2020



## CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the Summary of Benefits (issued to the Employer), the Summary of Benefits will govern. The Summary of Benefits may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the group Summary of Benefits, all days begin at 12:01 a.m. and end at 12:00 midnight at the Employer's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

## TABLE OF CONTENTS

BENEFITS AT A GLANCE .....	B@G-LIFE-1
LIFE INSURANCE PLAN .....	B@G-LIFE-1
CLAIM INFORMATION .....	LIFE-CLM-1
LIFE INSURANCE .....	LIFE-CLM-1
GENERAL PROVISIONS .....	EMPLOYEE-1
LIFE INSURANCE .....	LIFE-BEN-1
BENEFIT INFORMATION .....	LIFE-BEN-1
GLOSSARY .....	GLOSSARY-1

# BENEFITS AT A GLANCE

## LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** September 1, 2020

### PLAN YEAR:

September 1, 2020 to January 1, 2021 and each following January 1 to January 1

### IDENTIFICATION

**NUMBER:** 428043 021

### ELIGIBLE GROUP(S):

Retired Members under age 65

### WHO PAYS FOR THE COVERAGE:

#### For You:

##### *Basic Benefit:*

Your Employer pays the cost of your coverage.

##### *Additional Benefit:*

You pay the cost of your coverage.

#### For Your Dependents:

You pay the cost of your dependent coverage.

### LIFE INSURANCE BENEFIT:

#### AMOUNT OF LIFE INSURANCE FOR YOU

**NOTE:** Once you reach age 65, you will be moved into the eligible group for Retirees age 65 and older and adhere to the terms and provisions currently in force under the plan.

#### BASIC BENEFIT

\$50,000

#### ADDITIONAL BENEFIT OPTIONS:

##### *Option A*

1 x annual earnings in effect just prior to your date of retirement.

##### *Option B*

2 x annual earnings in effect just prior to your date of retirement.

*Option C*

3 x annual earnings in effect just prior to your date of retirement.

*Option D*

4 x annual earnings in effect just prior to your date of retirement.

*Option E*

5 x annual earnings in effect just prior to your date of retirement.

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

**EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE (BASIC AND ADDITIONAL BENEFITS COMBINED) OVER:**

\$350,000

Evidence of Insurability **is not required** for amounts of life insurance you had in force with your Employer's prior carrier on the termination date of the prior carrier's plan.

Evidence of Insurability **is required** for amounts of life insurance in excess of the greater of:

- The amount(s) of life insurance you had in force with your Employer's prior carrier on the termination date of the prior carrier's plan; or
- The amount(s) of life insurance over the amount shown above.

**MINIMUM BENEFIT OF LIFE INSURANCE FOR YOU:**

\$10,000

**MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU (ADDITIONAL BENEFITS):**

\$1,000,000

**AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS**

**NOTE:** Once you reach age 65, you will be moved into the eligible group for Retirees age 65 and older and adhere to the terms and provisions currently in force under the plan.

**Spouse:**

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

**MINIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE:**

\$10,000

**MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE:**

\$50,000

**Children:**

Live birth to 14 days:	\$1,000
14 days to 6 months:	\$1,000
6 months to age 19 or to 23 if a full-time student:	\$5,000

THE AMOUNT OF LIFE INSURANCE FOR A DEPENDENT WILL NOT BE MORE THAN 50% OF YOUR AMOUNT OF LIFE INSURANCE.

**SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.**

**OTHER FEATURES:**

Conversion

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.** The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

## **CLAIM INFORMATION**

### **LIFE INSURANCE**

#### ***WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?***

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

Written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within this time limit, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

#### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim. Unum will deny your claim if the appropriate information is not submitted.

#### ***WHEN CAN UNUM REQUEST AN AUTOPSY?***

Unum will have the right and opportunity to request an autopsy where not forbidden by law.

#### ***HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)***

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your life insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

#### ***HOW WILL UNUM MAKE PAYMENTS?***

If your or your dependent's life claim is at least \$10,000, Unum will make available to the beneficiary a **retained asset account** (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the life claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

If you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse's beneficiary.

All other benefits will be paid to you.

#### ***WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?***

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

***WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)***

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

## GENERAL PROVISIONS

### ***WHAT IS THE CERTIFICATE OF COVERAGE?***

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

The date you are eligible for coverage is the later of:

- the plan effective date; or
- the date you retire.

### ***WHEN DOES YOUR COVERAGE BEGIN?***

This plan provides different benefit options in addition to the basic benefit. When you first become eligible for coverage, you may apply for any option, however, you cannot be covered under more than one option at a time.

**Evidence of insurability** is required for any amount of life insurance over the amount shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

Your Employer pays 100% of the cost of your coverage under the basic benefit. You will automatically be covered under the basic benefit at 12:01 a.m. on the later of:

- the date you are eligible for coverage; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

When you and your Employer share the cost of your coverage for any option under a plan or when you pay 100% of the cost yourself for any option, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

### ***WHEN CAN YOU CHANGE YOUR COVERAGE BY CHOOSING ANOTHER ADDITIONAL BENEFIT OPTION? (This does not apply to Late Entrants)***

You can change your coverage by applying for a different additional benefit option only during an annual enrollment period or within 31 days of a change in status.

You can decrease your coverage any number of levels.

Evidence of insurability is required if you increase your life insurance by any level.

If you are not approved for the increase in your coverage, you will automatically remain at the same level you had prior to applying for the increase.

Unum and your Employer determine when the annual enrollment period begins and ends. A change in coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the later of:

- the first day of the next plan year; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

A change in coverage due to a change in status will begin at 12:01 a.m. on the latest of:

- the date of the change in status, if you apply on or before that date; or
- the date you apply, if you apply within 31 days after the date of the change in status; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

Changes in coverage must be consistent with the change in status.

If you end employment and are rehired within the same plan year, you may be insured on your eligibility date for the coverage that you had under the plan when you ended employment. You cannot change your coverage until the next annual enrollment period or change in status.

An evidence of insurability form can be obtained from your Employer.

### ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered; or
- the last day of the period for which any required contributions are made.

Unum will provide coverage for a payable claim which occurs while you are covered under the Summary of Benefits or plan.

### ***WHEN ARE YOU ELIGIBLE TO ELECT DEPENDENT COVERAGE?***

If you elect coverage for yourself or are insured under the plan, you are eligible to elect dependent coverage for your spouse only, your dependent children only or both.

### ***WHEN ARE YOUR DEPENDENTS ELIGIBLE FOR COVERAGE?***

The date your dependents are eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

## **WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?**

The following dependents are eligible for coverage under the plan:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a dependent if your spouse is enrolled for coverage as an employee.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.
- Your unmarried dependent children age 19 or over but under age 23 also are eligible if they are full-time students at an **accredited school**.
- Your unmarried dependent children who are permanently and continuously incapable of self sustaining support by reason of mental retardation or physical handicap existing prior to the child's attainment of age 23.

Unum must receive proof within 31 days of the date the child is eligible for coverage under this Summary of Benefits, and as required during the first two years. After the first two years, Unum will ask for proof when needed, but not more than once a year.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

No dependent child may be covered by more than one employee in the plan.

No dependent child can be covered as both an employee and a dependent.

## **WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?**

This plan provides coverage for your dependents. When your dependents first become eligible for coverage, you may apply for:

- any number of benefit units for your dependent spouse; however, your dependent spouse cannot be covered for more than the maximum benefit available under the plan; and
- dependent child(ren) coverage.

You pay 100% of the cost for your dependent coverage. Your dependents will be covered at 12:01 a.m. on the latest of:

- the date your dependents are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for dependent insurance, if you apply within 31 days after your dependent's eligibility date; or
- the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required.

If you do not apply for dependent coverage on or before the 31st day after your dependent's eligibility date, you can only apply at the next annual enrollment period or within 31 days of a change in status. Evidence of insurability is required for any amount of dependent life insurance.

Dependent coverage applied for during an annual enrollment period will begin at 12:01 a.m. on the later of:

- the first day of the next plan year; or
- the date Unum approves your dependent's evidence of insurability form.

Dependent coverage applied for due to a change in status will begin at 12:01 a.m. on the date Unum approves your dependent's evidence of insurability form.

### ***WHEN CAN YOU CHANGE YOUR DEPENDENT COVERAGE?***

You can change your dependent spouse coverage by applying for additional benefit units only during an annual enrollment period or within 31 days of a change in status. You can increase your dependent spouse coverage any number of benefit units up to the maximum benefits available under the plan or decrease your dependent spouse coverage any number of benefit units. In addition, you can cancel your dependent spouse and/or dependent child coverage.

Evidence of insurability is required if you increase your dependent spouse life insurance by any number of benefit units.

If your dependent spouse is not approved for the increase in coverage, your spouse will remain at the same amount your spouse had prior to applying for the increase.

Unum and your Employer determine when the annual enrollment period begins and ends. A change in coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the later of:

- the first day of the next plan year; or
- the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required.

A change in coverage due to a change in status will begin at 12:01 a.m. on the latest of:

- the date of the change in status, if you apply for dependent coverage on or before that date; or
- the date you apply, if you apply within 31 days after the date of the change in status; or
- the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required.

Changes in coverage must be consistent with the change in status.

An evidence of insurability form for your dependents can be obtained from your Employer.

**WHAT IF YOUR DEPENDENT IS TOTALLY DISABLED ON THE DATE YOUR DEPENDENT'S COVERAGE WOULD NORMALLY BEGIN?**

If your eligible dependent is **totally disabled**, your dependent's coverage will begin on the date your eligible dependent no longer is totally disabled. This provision does not apply to a newborn child while dependent insurance is in effect.

**WHEN DOES YOUR DEPENDENT'S COVERAGE END?**

Your dependent's coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the date of your death;
- the last day of the period for which any required contributions are made.

Coverage for any one dependent will end on the earliest of:

- the date your coverage under a plan ends;
- the date your dependent ceases to be an eligible dependent;
- for a spouse, the date of divorce or annulment.

Unum will provide coverage for a payable claim which occurs while your dependents are covered under the Summary of Benefits or plan.

**WILL COVERAGE CONTINUE FOR A CHILD INSURED UNDER THE PLAN WHO IS AGE 23 OR OVER?**

Coverage will be continued for a child age 23 or over who is permanently and continuously incapable of self sustaining support by reason of mental retardation or physical handicap, provided:

- the child is currently insured under the plan; and
- the child is unmarried; and
- you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 23 and as required during the first two years. After the first two years, Unum will ask for proof when needed, but not more than once a year.

**WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

**HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?**

Unum considers any statements you or your Employer make in a signed application for coverage or an evidence of insurability form a representation and not a warranty.

If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Except in the case of fraud, Unum can take action only in the first 2 years coverage is in force.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

### ***HOW WILL UNUM HANDLE INSURANCE FRAUD?***

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

### ***DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

The Summary of Benefits does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

### ***DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?***

For the purposes of the Summary of Benefits, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

## **LIFE INSURANCE**

### **BENEFIT INFORMATION**

#### ***WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?***

Your beneficiary(ies) will receive payment when Unum approves your death claim.

#### ***WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?***

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

#### ***HOW MUCH WILL UNUM PAY YOU IF UNUM APPROVES YOUR DEPENDENT'S DEATH CLAIM?***

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

#### ***HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?***

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

#### ***WHAT ARE YOUR ANNUAL EARNINGS?***

"Annual Earnings" means your gross annual income from your Employer, not including shift differential, in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation or income received from sources other than your Employer.

#### ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)***

When coverage ends under the plan, you and your dependents can convert your coverages to individual life policies, without evidence of insurability. The maximum amounts that you can convert are the amounts you and your dependents are insured for under the plan. You may convert a lower amount of life insurance.

You and your dependents must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- your coverage terminates; or
- you or your dependents no longer are eligible to participate in the coverage of the plan.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. The person may elect one year of Preliminary Term insurance under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

**WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)**

You and your dependents may convert a limited amount of life insurance if you have been insured under your Employer's group plan with Unum for at least five (5) years and the Summary of Benefits or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum for each of you will be the lesser of:

- \$10,000; or
- your or your dependent's coverage amounts under the plan less any amounts that become available under any other group life plan offered by your Employer within 31 days after the date the Summary of Benefits or the plan is cancelled.

**PREMIUMS**

Premiums for the converted insurance will be based on:

- the person's then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- Unum's customary rates in use at that time; and
- the class of risk to which the person belongs.

If the premium payment has been made, the individual life policy will be effective at the end of the 31 day conversion application period.

**DEATH DURING THE THIRTY-ONE DAY CONVERSION APPLICATION PERIOD**

If you or your dependents die within the 31 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

**APPLYING FOR CONVERSION**

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

**WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any losses where death is caused by, contributed to by, or results from:

- suicide occurring within 24 months after your or your dependent's initial effective date of insurance; and
- suicide occurring within 24 months after the date any increases or additional insurance become effective for you or your dependent.

The suicide exclusion will apply to any amounts of insurance for which you pay all or part of the premium.

The suicide exclusion also will apply to any amount that is subject to evidence of insurability requirements and Unum approves the evidence of insurability form and the amount you or your dependent applied for at that time.

## GLOSSARY

**ACCREDITED SCHOOL** means an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level.

**ANNUAL EARNINGS** means your annual income received from your Employer as defined in the plan.

**ANNUAL ENROLLMENT PERIOD** means a period of time before the beginning of each plan year.

**CHANGE IN STATUS** means a change in status as defined in the regulations under Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.

**EMPLOYER** means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

**EVIDENCE OF INSURABILITY** means a statement of your or your dependent's medical history which Unum will use to determine if you or your dependent is approved for coverage. Evidence of insurability will be at Unum's expense.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**INSURED** means any person covered under a plan.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the Summary of Benefits.

**PLAN** means a line of coverage under the Summary of Benefits.

**RETAINED ASSET ACCOUNT** is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

**RETIREE** means a person who was in active employment in the United States with the Employer just prior to their date of retirement.

**TOTALLY DISABLED** means that, as a result of an injury, a sickness or a disorder:

Your dependent:

- is confined in a hospital or similar institution; or
- is confined at home under the care of a physician for a sickness or injury.

**TRUST** means the policyholder trust named on the first page of the Summary of Benefits and all amendments to the policy.

**WE, US and OUR** means Unum Life Insurance Company of America.

**YOU** means a person who is eligible for retiree coverage under this plan.

## GROUP LIFE

### THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your employer or plan administrator for the most current state provisions that may apply to you.

If you have a complaint about your insurance you may contact Unum at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at [www.naic.org](http://www.naic.org).

Si usted tiene alguna queja acerca de su seguro puede comunicarse con Unum al 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en [www.naic.org](http://www.naic.org).

If you had group life coverage in place with your employer through another carrier when your employer changed carriers to Unum, your prior coverage may be continued under the Unum plan to the extent the laws of your resident state require such right to continue.

The states of **Florida and Maryland** require us to advise residents of those states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.

**If you are a resident of one of the states noted below, and the provisions referenced below appear in your Certificate in a form less favorable to you as an insured, they are amended as follows:**

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#### For residents of Colorado:

The **HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

#### For residents of Connecticut:

The **WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by deleting the exclusion for use of drugs, poisons, fumes or other chemical substances and amended to restate the crime or felony exclusion to read, "an attempt to commit or commission of a felony."

#### For residents of Illinois:

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the phrase "contributed to by."

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the phrase "contributed to by" and by limiting the application of the drug and chemical substance exclusion to "voluntary" use of a prescription or non prescription drug, poison, fume or other chemical substance.

**For residents of Louisiana:**

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?*** provision in the **GENERAL PROVISIONS** section of the policy is amended by providing that unmarried dependent children may be covered from live birth until age 21 or such older age as stated in the policy.

**For residents of Minnesota:**

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to include the additional right to continue coverage for up to 18 months at no more than 102% of the cost of your coverage under the group policy if your coverage terminates or you are laid off.

The ***PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE OTHER BENEFIT FEATURES** section of the policy, if applicable, are amended to provide that you may continue your coverage in the amount you are insured for under the group policy. However, the amount of your ported life insurance must be equal to or greater than the amount of your ported accidental death and dismemberment insurance.

The ***PREMIUM RATE CHANGES FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **AD&D INSURANCE OTHER BENEFIT FEATURES** section of the policy, are amended to provide that Unum may not change rates until your or your dependents' ported coverage has been in effect for 18 months.

The ***WHAT HAPPENS IF Unum OVERPAYS YOUR CLAIM?*** in the **LIFE INSURANCE CLAIM INFORMATION** section of the policy and the ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** in the **GENERAL PROVISIONS** section of the policy are amended by deleting all references to fraud and the provision ***HOW WILL Unum HANDLE INSURANCE FRAUD?*** in the **GENERAL PROVISIONS** section of the policy is removed.

**For residents of Montana:**

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE POLICY OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended so that the period of time you must be insured under the plan is 3 years.

**For residents of New Hampshire:**

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

**For residents of New York:**

The ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE OTHER BENEFIT FEATURES** section of the policy is amended by removing the prohibition on porting coverage if you, your spouse or your dependent are injured or sick.

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy and ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **AD&D INSURANCE OTHER BENEFIT FEATURES** section of the policy, are amended to provide you have 90 days to convert or port your coverage from the date your life insurance terminates, or if the employer notifies you of your conversion or port rights within 90 days, 45 days from the date of that notice.

The ***WHAT SEATBELT(S) AND AIRBAG BENEFIT WILL UNUM PROVIDE?*** provision in the **AD&D INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the requirement that the driver must have a valid driver's license.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **AD&D INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the exclusion for being intoxicated.

**For residents of North Carolina:**

The ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE OTHER BENEFIT FEATURES** section of the policy is amended by removing the prohibition on porting coverage if you, your spouse or your dependent are injured or sick.

**For residents of North Dakota:**

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to limit the suicide exclusion to 12 months after the effective date of coverage.

The **SICKNESS** definition in the **GLOSSARY** section of the policy is amended to mean an illness or disease.

**For residents of Oklahoma:**

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended to limit the suicide and self inflicted injury exclusion to suicide while sane or insane.

**For residents of Oregon:**

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that in the event of death by suicide during the suicide exclusion period, a refund of premiums will be made.

**For residents of Pennsylvania:**

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage. In no event will the time allowed for you to exercise the life conversion privilege be extended beyond 90 days from the date your life insurance terminates.

The ***HOW MUCH WILL Unum PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR YOUR DEPENDENT'S ACCIDENTAL DEATH OR FOR CERTAIN OTHER COVERED LOSSES?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the requirement that for a claim to be payable, a death that results from an accidental bodily injury must occur within 365 days from the date of the accident.

**For residents of South Carolina:**

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to allow up to 6 years from the date proof of claim is required to start a legal action regarding your claim.

The war exclusion in the ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended to read, "participation in a war, declared or undeclared, or any act of war."

**For residents of South Dakota:**

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the \$10,000 limitation on the individual life policy maximum available.

The definition of **PHYSICIAN** in the **GLOSSARY** section of the policy is amended so that the limitation on the provision of physician services by family members reads as follows:

Unum will not recognize as a physician the claimant or any member of the claimant's family residing in the claimant's household.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by deleting the exclusions for intoxication, operating a vehicle while intoxicated and use of a chemical substance.

**For residents of Texas:**

The ***WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?*** provision in the **GENERAL PROVISIONS** section of the policy is amended by providing that unmarried dependent children may be covered until age 26 or such older age as stated in the policy regardless of student status.

**For residents of Vermont:**

If the policy is marketed in Vermont, the policyholder has a principal office or is organized in Vermont, or there are more than 25 Vermont residents insured under the policy:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage. In addition, in no event will the time allowed for you to exercise the life conversion privilege be extended beyond 90 days from the date your life insurance terminates.

**For residents of Washington:**

The **ACTIVE EMPLOYMENT** definition in the **GLOSSARY** section of the policy is amended to include the following:

A period of up to 6 months during which you are not working due to a strike, lockout or other labor dispute is considered active employment. Your employer may require you to pay premium during this period of time.

The ***WILL Unum ACCELERATE YOUR OR YOUR DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)*** in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by changing the life expectancy requirement to 24 months or less, or such longer period as stated in the policy.

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to remove any exclusion for death caused by suicide.

**For residents of West Virginia:**

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE POLICY OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended so that the period of time you must be insured under the plan is 3 years.

**For residents of Wisconsin:**

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that once your waiver claim is approved, premium waiver is retroactive to the end of the elimination period.

## ERISA

### Additional Summary Plan Description Information

If the Summary of Benefits provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your certificate of coverage, constitute the summary plan description. The summary plan description and the Summary of Benefits constitute the Plan. Benefit determinations are controlled exclusively by the Summary of Benefits, your certificate of coverage and the information contained in this document.

**Name of Plan:**

The President and Trustees of Williams College Plan

**Name and Address of Employer:**

The President and Trustees of Williams College  
880 Main St  
Williamstown, Massachusetts  
01267

**Plan Identification Number:**

- a. Employer IRS Identification #: 04-2104847
- b. Plan #: 501

**Type of Welfare Plan:**

Life

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the insurance Summary of Benefits issued to the Plan.

**ERISA Plan Year Ends:**

December 31

**Plan Administrator, Name, Address, and Telephone Number:**

The President and Trustees of Williams College  
880 Main St  
Williamstown, Massachusetts  
01267  
(413) 597-2681

The President and Trustees of Williams College is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**

The President and Trustees of Williams College  
880 Main St  
Williamstown, Massachusetts

01267

Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

**Funding and Contributions:**

The Plan is funded by insurance issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under identification number 428043 021. Contributions to the Plan are made as stated under "WHO PAYS FOR THE COVERAGE" in the Certificate of Coverage.

**EMPLOYER'S RIGHT TO AMEND THE PLAN**

The Employer reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents and underlying policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan.

**EMPLOYER'S RIGHT TO REQUEST SUMMARY OF BENEFITS CHANGE**

The Employer can request a Summary of Benefits change. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the Summary of Benefits.

**MODIFYING OR CANCELLING THE SUMMARY OF BENEFITS OR A PLAN UNDER THE SUMMARY OF BENEFITS**

The Summary of Benefits or a plan under the Summary of Benefits can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or modify the Summary of Benefits or a plan if:

- there is less than 100% participation of those eligible employees for an Employer paid plan; or
- there is less than 75% participation of those eligible employees who pay all or part of the premium for a basic benefit plan; or
- the number of employees insured for all additional benefits is less than 15 lives or 25% of those eligible, whichever is greater; or
- the number of employees insured under a plan decreases by 25%; or
- the Employer does not promptly provide Unum with information that is reasonably required; or
- the Employer fails to perform any of its obligations that relate to the Summary of Benefits; or
- fewer than 15 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of the Summary of Benefits that specify whether the Employer, the employee, or both, pay the premiums; or
- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group; or

- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Employer and/or its employees; or
- the Employer fails to pay any portion of the premium within the 31 day grace period.

If Unum cancels or modifies the Summary of Benefits or a plan, for reasons other than the Employer's failure to pay premium, a written notice will be delivered to the Employer at least 31 days prior to the cancellation date or modification date. The Employer may cancel the Summary of Benefits or plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the Summary of Benefits or a plan automatically at the end of the grace period. The Employer is liable for premium for coverage during the grace period. The Employer must pay Unum all premium due for the full period each plan is in force.

The Employer may cancel the Summary of Benefits or a plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Employer and Unum agree, the Summary of Benefits or a plan can be cancelled on an earlier date. If Unum or the Employer cancels the Summary of Benefits or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If the Summary of Benefits or a plan is cancelled, the cancellation will not affect a payable claim.

## **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

## **CLAIMS PROCEDURES**

In the event that your claim is denied, either in full or in part, Unum will notify you in writing within 90 days after your claim was filed. Under special circumstances, Unum is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Unum indicating the reason for the delay and the date you may expect a final decision. Unum's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## **APPEAL PROCEDURES**

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Unum's notice of denial. You have the right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

Unum will make a full and fair review of the claim and all new information submitted whether or not presented or available at the initial determination, and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Summary of Benefits' provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

